

**McDONALD • CARANO • WILSON LLP**  
 2300 WEST SAHARA AVENUE, SUITE 1000 • LAS VEGAS, NEVADA 89102  
 PHONE (702) 873-4100 • FAX (702) 873-9966

PAT LUNDVALL (NSBN 3761)  
 KRISTEN T. GALLAGHER (NSBN 9561)  
 McDONALD CARANO WILSON LLP  
 2300 West Sahara Avenue, Suite 1000  
 Las Vegas, Nevada 89102  
 Telephone: (702) 873-4100  
 Facsimile: (702) 873-9966  
 lundvall@mcdonaldcarano.com  
 kgallagher@mcdonaldcarano.com

*Attorneys for Desert Mechanical, Inc.*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

APRIL WALTON,

Plaintiff,

vs.

DESERT MECHANICAL INC., f/k/a  
 DESERT PLUMBING & HEATING, INC,  
 DOES I through X, and ROE  
 CORPORATIONS XI through XX, inclusive,

Defendants.

Case No: 2:12-cv-01062-JCM-GWF

**STIPULATION AND ORDER FOR  
 DISMISSAL WITH PREJUDICE**

Defendant Desert Mechanical, Inc. (“Defendant”), and plaintiff April Walton (“Plaintiff”), by and through their respective undersigned counsel, hereby jointly stipulate to dismiss this action in its entirety with prejudice. Each party shall bear its/her respective fees and costs.

...

...

...

...

...

...

...

...

IT IS FURTHER STIPULATED that the Court shall retain jurisdiction over this matter to enforce any issue concerning enforcement of the Confidential Settlement Agreement and Release between the parties.

RESPECTFULLY SUBMITTED this 19th day of February, 2013.

McDONALD CARANO WILSON LLP

COHEN-JOHNSON, LLC

By: /s/ Kristen T. Gallagher  
 PAT LUNDVALL (NSBN 3761)  
 KRISTEN T. GALLAGHER (NSBN 9561)  
 2300 W. Sahara Ave, Suite 1000  
 Las Vegas, Nevada 89102  
 Telephone: 702.873.4100  
 lundvall@mcdonaldcarano.com  
 kgallagher@mcdonalcarano.com

By: /s/ Brian A. Morris  
 H. STAN JOHNSON (NSBN 0265)  
 BRIAN A. MORRIS (NSBN 11217)  
 255 E. Warm Springs Road, Suite 100  
 Las Vegas, Nevada 89119  
 Telephone: 702.823.3500  
 sjohnson@cohenjohnson.com  
 bam@cohenjohnson.com

*Attorneys for Desert Mechanical, Inc.*

*Attorneys for Plaintiff*

### ORDER AND RETENTION OF JURISDICTION

IT IS ORDERED that the above-referenced matter is dismissed with prejudice, with each party to bear its/her own attorneys' fees. The Court shall retain jurisdiction over this matter to enforce any issue concerning enforcement of the parties' Confidential Settlement Agreement and Release.

  
 UNITED STATES DISTRICT JUDGE

DATED: March 1, 2013

270706